

INTERIM ACCESS AGREEMENT

This Agreement is dated the 1st day of June, 2005.

BETWEEN:

bcIMC Realty Corporation
(the "Licensor")

- and -

BELL CANADA
(the "Licensee")

The Licensor grants to the Licensee certain rights to install the Licensee's necessary network components and equipment within the buildings known as "Western Canadian Place", the North tower is addressed as 707-8th Ave, SW, Calgary, AB, T2P 1H5, the South tower is addressed as 700-9th Ave, SW, Calgary, AB, T2P 3V8, and the retail/atrium is addressed as 801-6th St, SW, Calgary, AB, T2P 3V8 (the "Building"), in order to permit the Licensee to provide certain telecommunications services to tenants of the Building.

The terms and conditions under which this grant is given are as follows:

1. The Licensee may install its equipment and necessary network components (the "Equipment") within the Building (but only in accordance with plans and specifications referred to below in clause 2), and only in the locations specifically approved by the Licensor and represented in Schedule "A". The Licensee may locate Equipment in approximately Sixty-Five (65) square feet in the building equipment room in the North tower and an additional Nine (9) square feet in the 4th floor telecommunications rooms in each of the North and South towers. The Licensor may, on ninety (90) days' written notice, require the Licensee to relocate all or any part of the Equipment but this right to require the Licensee to relocate its Equipment or components of it, will be exercised only on a bona fide basis, and the Licensor will in each case give due consideration to alternatives so as to ensure that the relocation occurs only where no viable alternative is available. The area to which the Equipment is relocated must, in each case, be satisfactory having regard to the need for the Equipment to function properly and to provide the services for which it is designed.
2. Before commencement of any installation, the Licensee will provide detailed plans and specifications of its proposed installations to the Licensor; will obtain the Licensor's approval of them in writing and will pay to the Licensor all reasonable costs incurred by the Licensor in reviewing and approving them as well as all costs and expenses incurred by the Licensor in determining the location for the Licensee's point(s) of entry into the Building, and in determining the communication pathways available for use by the Licensee. All work will be done by contractors approved by the Licensor.
3. The Licensee agrees to supply and install a 2-inch empty conduit system to meet the specifications of Schedule "B". The 2-inch conduit system is dedicated for the sole use of the Licensee. The Owner and the Licensee agree that a portion of this infrastructure already exists, and that the Licensee will be responsible for the actual costs already incurred by the Owner to construct that portion of the installation. Where the existing system does not extend far enough up either tower to reach the Licensee's customers, the Licensee shall be responsible for the construction of the conduit system, constructed to the specifications of Schedule "B", to reach the Licensee's customers.
4. The Licensor will cooperate with the Licensee to avoid interference and disruption of the Licensee's equipment operation. The Licensee will ensure that none of its Equipment interferes

with any facilities, uses or the operation of any other equipment, telecommunication, electrical or otherwise in the Building. The Licensee's Equipment will not be used as a communications hub, and will not provide service to buildings other than the Building without the Licensors' express, written permission. Such permission may be arbitrarily withheld, subject to additional indemnification of the Licensor by the Licensee for services offsite and a proportionate increase in the License Fee. The Licensee confirms that its customers in the building are as specified in Schedule "D" attached hereto. The Licensee shall periodically and upon request, update the accuracy of its customer list to the Owner throughout the term of this Agreement;

5. The Licensee will provide to the Licensor evidence that it maintains general liability insurance with limits of at least Ten Million Dollars (\$10,000,000.00) naming the Licensor, as an additional insured. Such insurance shall be composed of any combination of primary and excess (umbrella) insurance. The insurance will not be altered in any material way or terminated or cancelled to the detriment of Licensor without at least ten (10) days prior written notice to the Licensor. The Licensee will also maintain all risks property insurance for the full replacement cost of its Equipment including loss of use of that Equipment.
6. The Licensee will be responsible for ensuring that all governmental permits and approvals are obtained for the installation of its Equipment and will provide evidence to that effect to the Licensor when the Licensor requires it.
7. The Licensee will indemnify the Licensor in respect of any loss, cost, claim, action or other expense which the Licensor suffers as the result of the Licensee's activities. "Licensor" includes for the purposes of this paragraph the officers, directors, employees, agents and contractors of the Licensor, and for the purpose of enabling those entities to enforce the benefit of this indemnity the "Licensor" acts as agent for or trustee for the benefit of those entities.
8. The Licensee will abide by Schedule "C", Rules and Regulations For Western Canadian Place, acting reasonably, pertaining to activities within the Building.
9. The Licensor may assign this agreement at any time and upon doing so it will be released from its obligations under this Agreement. The Licensee may not assign, sublicense, encumber, pledge, or otherwise deal with its rights under this agreement, without the Licensor's prior written consent. The Licensor will consider, in good faith any request submitted to it, and despite what is stated above:
 - a) the Licensee may, on a bona fide basis, assign its rights under this agreement to an "Affiliate" (defined below) of Bell Canada but the Affiliate must enter into an Agreement directly with the Licensor agreeing to be bound by this Agreement as though it had originally executed this Agreement as Licensee and the Licensee will not be released from its obligations under this Agreement. "Affiliate" means a body corporate affiliated with another within the meaning of the Canada Business Corporations Act;
 - b) any other assignment of the Licensee's rights under this agreement will be subject to the Licensor's consent, not to be unreasonably withheld. The costs and expenses, including reasonable legal fees, of the Licensor in preparing any form of assumption agreement or negotiating such an agreement with the assignee will be paid by the Licensor and this obligation also applies in connection with an Affiliate of Bell Canada, to which this agreement is assigned as provided above.
 - c) Bell Canada may also assign this Agreement (subject to the assignee entering into an assumption agreement as provided above), without the consent of the Licensor, if the assignee, on a bona fide basis, purchases substantially the whole of the business and undertaking of Bell Canada; and

- d) the Licensee will be permitted to assign its rights under this Agreement to a bona fide lender (a "Lender") as collateral security for any bona fide first priority secured financing of all or parts of its business undertaking but the Licensor will not waive any of its rights under this Agreement.
10. The licensee will not permit any third party telecommunications, or other form of communications service provider to use the Equipment or any part of it except as provided in clause 9 or as may be required by CRTC's Decision 2003-45 above.
 11. The Licensee will pay to the Licensor (a) all of the Licensor's reasonable costs of reviewing, approving plans, specifications, and drawings, and (b) any reasonable costs of the Licensor in supervising the Licensee's work. The Licensee will be responsible for payment of its own power consumption in the Building.
 12. The License Fee is Seven Thousand Dollars per annum and will be paid in equal monthly instalments beginning July 1, 2005. The License Fee includes fees charge for the square feet occupied and in addition to this the fees include any necessary right-of-way access to the Building Communications Pathway System. The Licensee and the Licensor are negotiating a master telecommunications agreement (the "Master Agreement") in compliance with the CRTC's Decision 2003-45 that would supersede this Agreement. The License Fee will be replaced by the fees stipulated in the Master Agreement, retroactively to the 1st day of July, 2004, when the Master Agreement is signed and applies to the Building, and the parties will make promptly any adjustment in respect of License Fees paid by the Licensee that is required as the result of any replacement fee that is agreed to.
 13. The Licensee represents to the Licensor and acknowledges that the Licensor relies upon this representation and would not have entered into this Agreement but for that representation, that, the construction, design and operation of the network and equipment to which the Licensee's Equipment is connected are such that any damage, malfunction or disruption affecting the Licensee's Equipment would not have the effect of materially disrupting service to customers or other third parties utilizing that network and equipment, except only for telecommunication services between (i) the tenants or occupants within the building that are customers of the Licensee or of telecommunication service providers that lease local loops from the Licensee to serve customers within the Building and (ii) persons communicating with those customers.
 14. The term of this Agreement is two years starting on the 1st day of July, 2005 and expiring on the 30th day of June, 2007 but if the Licensee ceases to occupy space in the Building for a period of at least 180 days, the Licensor may terminate this Agreement on thirty (30) days written notice.
 15. If this Agreement is terminated, or expires, the Licensee will be required to remove all of its Equipment from the Building, including all cable within the "Empty Conduit System", and to restore all damage caused in the installation or removal except for any equipment which the Licensor might agree to permit the Licensee to leave in the premises or which the Licensor might acquire from the Licensee.
 16. The Licensee will not encumber, mortgage, pledge, or permit any lien to affect any part of the Licensee's Equipment that is installed in any of the risers, ducts, conduits, or other communication pathways within the Building, and the Licensee will remove within five (5) days of notice from the Licensor, any Builders' Lien or similar lien that is registered against the Building in connection with work or improvements done by or on behalf of the Licensee.

17. This Agreement and the rights extended herein shall terminate at the option of the Owner in the event of the happening of any of the following:

- a) If there is a breach of this License or any of the terms and conditions of this Agreement which is not corrected then the Licensor may terminate this agreement on giving to the Licensee five (5) days' written notice. It will be considered a breach if the Licensee becomes bankrupt or insolvent, if a receiver is appointed in respect of any of its assets, if it takes the benefit of any legislation for debtors, or if it fails to remove any interference caused by its Equipment within 48 hours of written notice. The Licensee will also be considered to be in default if it fails to comply with its insurance obligations within 48 hours of notice in writing, or,
- b) If the Term of this Agreement expires by passage of time; or is superceded by a new agreement. Or,
- c) The Owner shall make a bona fide sale of the Building, provided however, the Owner shall request to have the purchaser of the building adopt this Agreement as contemplated herein; or,
- d) Any part of the Building or the Equipment Room is taken for any public or quasi public use under any statute or by right of eminent domain, or purchased under the threat of such taking; or,

In the case of termination by the Licensor due to clause c). or d), then the Licensor shall have the right to terminate this Agreement on three (3) months' prior written notice, without consent of the Licensee and without further obligation, whereupon the Licensee shall provide vacant possession of the Site.

18. This Agreement and the rights extended herein shall terminate at the option of the Licensee in the event of the happening of any of the following:

- a) If, for any reason whatsoever, the Licensee fails, after having used its reasonable efforts, to secure, on terms and conditions reasonably satisfactory to the Licensee, all necessary consents, approvals permits and authorizations of all governmental authorities having jurisdiction over the construction, operation and the use of the Licensee Equipment for the purpose of providing the Services; or
- b) if, for a reason or reasons beyond the control of the Licensee, the Licensee's Equipment is damaged or destroyed and the Licensee cannot reasonably repair the damage or destroyed Licensee's Equipment.
- c) if the Licensee is unable to retain any customers within the Building, the Licensee must provide written evidence of same to the Owner, and may terminate this agreement by giving 30 days written notice. All License Fees shall be non-refundable. The Licensee cannot use this clause to terminate if the Licensee is in Default or Breach.

19. Upon the expiry or termination of this Agreement for any cause:

- a) The Licensee shall, if requested by the Licensor, promptly, at its own expense, remove such of the Licensee's Equipment as the Licensor requests including cabling, but not including the empty conduit system, in accordance with the provisions hereof;
- b) The Licensee shall leave the Equipment Room in a condition of good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted. In any event the Equipment Room shall be left in a condition which is reasonably satisfactory to the Licensor

and the Licensee acknowledges that it may be required to repair the damage occasioned by the attachment, affixing, or removal of the Licensee's Equipment to the Building;

c)The Licensee shall compensate the Licensor, or any other users of the Equipment Room for any direct damages, costs or expenses incurred by the Licensor or any such users in connection with the removal of the Licensee's Equipment; and

d)The Licensee shall, in the case of every removal make good any damage caused to the Equipment Room, the Building Communication Spaces and the Building by any such removal , reasonable wear and tear excepted.

all of which shall be performed by the Licensee within thirty (30) days following the date of termination of this Agreement.

The Licensor and the Licensee have duly executed this agreement.

bcIMC Realty Corporation,

BELL CANADA

Per:
Name:
Title:

Per: _____
Name:
Title:
Logistics

Per: _____
Name:
Title: